No. 80-965

Office-Supreme Court, U.S.
FILED
APR 27 1981
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IN THE

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1980

TEXACO, INC., ROBERT BRASELTON, ELECTRA FIELDS, CHARLES BRASELTON, CHESTER BRASELTON, ROBERT E. BRASELTON, CLIFFORD N. BRASELTON, OSBORNE T. BRASELTON, JR., DAVID E. BURKHART, JOHN P. BRASELTON, ROSA G. BURKHART, D. W. MAYHEW, d/b/a MAYHEW OIL AND GAS DEVELOPMENT,

Appellants,

vs.

LOUISE F. SHORT,

Appellee,

STATE OF INDIANA,

Intervenor.

JOINT APPENDIX

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Joint Appendix signed by:

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RELEVANT DOCKET ENTRIES OF
GIBSON CIRCUIT COURT
(Omitting Captions and Signatures)

June 6, 1977 - Comes now Johnson, Carroll & Griffith and enters their appearance as attorneys for all defendants

July 22, 1977 - Comes now the Defendants by counsel, and file Answer.

Aug. 16, 1977 - Plaintiff files answer to defendants' Count VIII, Cross-Complaint for Declaratory Judgment in one pleading paragraph, and answer to defendants' Count IX, Counter-Claim to Quiet Title, in two pleading paragraphs.

Sept. 19, 1977 - Comes now the State of Ind. by counsel and enters their appearance in the above entitled cause of action.

Sept. 18, 1978 - Comes now the plaintiff, by counsel, and come now the defendants, by counsel, same now comes on for judgment by the Court, without the intervention of a jury. And now the Court finds: H.I. IT IS THEREFORE CONSIDERED, ORDERED ADJUDGED AND DECREED that judgment herein be entered in accordance with the aforementioned Findings of Facts and Conclusions of Law and that plaintiff take nothing by her complaint, that defendants are entitled to relief as set forth herein and that the plaintiff pay the costs of this action.

10-27-78 - Comes now the plaintiff, by counsel, and files Motion to Correct Errors.

11-06-78 - The Court overrules Plaintiff's Motion to Correct Errors.

11-08-78 - The Court having had brought to its attention that a typographical error in its Judgment Entry of September 18, 1978 was made, causing the same not to conform to the Stipulation of Facts, now corrects Conclusion of Law (D) to make the same conform with numbered paragraph ten (10) of the Stipulation of Facts and to provide that an undivided 1/16 interest in the oil, gas, and other minerals described in said Conclusion of Law (D) is vested in the defendants O. T. Brazelton, Jr. and Robert E. Brazelton rather than an undivided 1/6.

11-20-78 - Plaintiff files Praecipe for Transcript of the Record for use on appeal to the Indiana Supreme Court.

10-16-80 - Come the parties by counsel, and the Court now receives a certified copy of the Opinion of the Supreme Court of Indiana issued in this cause on June 23, 1980, which is in words and figures following, to-wit: (H.I.) And the Court now does vacate the judgment heretofore entered and in lieu thereof enters the following conclusions of law and judgment: (HERE COPY) and the Court orders that the defendants shall pay the costs of this action. (EF)

RELEVANT DOCKET OF ENTRIES OF THE SUPREME COURT OF INDIANA
(Omitting Captions and Signatures)

1979, Jan. 18 - Record of Proceedings Filed

1980, Jan. 8 - Order Court Grants consolidated Oral Argument to be held in Supreme Court on Tues. Jan. 29, 1980 at 1:30 p.m.

1980, June 23 - 1980 TERM - JUDGMENTS REVERSED AND CAUSES REMANDED FOR ENFORCEMENT OF THE ACT - DeBRULER, J.; GIVAN, CJ, HUNTER, PRENTICE and PIVARNIK, JJ, CONCUR.

1980, July 12 - Appellee's Petition for Rehearing

1980, September 24 - Petition for Rehearing Denied. Givan, C.J.

COMPLAINT FOR DECLARATORY JUDGMENT
(Omitting Captions and Signatures)

Plaintiff complains of defendants, and each of them, and says:

1. By Executor's Deed, dated October 29, 1974, Deed Dr. 2, Card 8844, office of the Recorder of Gibson County, Indiana, plaintiff acquired ownership of the following land in Gibson County, Indiana, to-wit:

> The east half of the southwest quarter of Section twenty-nine (29), Township two (2) south, Range eleven (11) west, containing eighty (80) acres, more or less;
>
> ALSO, a part of the west half of the southwest quarter of Section twenty-nine (29), Township two (2) south, Range eleven (11) west, and more particularly described as follows:
>
> Beginning at the northeast corner of said half quarter section and running thence south one hundred four (104) rods; thence west to the west line of said half quarter section; thence north to the northwest corner thereof; thence east to the place of beginning, and containing fifty-two (52) acres, more or less, and
>
> containing in all one hundred thirty-two (132) acres, more or less; SUBJECT TO THE FOLLOWING:
>
> The rights, if any, of the Grantees and their successors and assigns, under the following Mineral

Deeds:

(a) An undivided one-half interest in and to all of the oil, gas and other minerals, EXCEPT COAL, conveyed by John T. Mounts and Bessie Mounts, husband and wife, as Grantors, to Bur-Kan Petroleum Company, as Grantee, by mineral deed dated April 9, 1942, recorded in Deed Record 115, page 197, office of the Recorder of Gibson County, Indiana.

(b) An undivided three-sixteenth (3/16) interest in and to all of the oil, gas and other minerals, conveyed by John T. Mounts and Bessie Mounts, his wife, as Grantors, to Victor C. Besing, by Mineral Deed dated July 7th., 1944, recorded in Deed Record 120, page 17, Office of said Recorder;

(c) An undivided one-thirty-second (1/32) interest in and to all of the oil, gas and other minerals, conveyed by John T. Mounts and Bessie Mounts, his wife, as Grantors, to Electra Fields, as Grantee, by mineral deed dated July _____, 1944, recorded in Deed Record 120, page 46, office of said Recorders;

and SUBJECT to existing rights-of-way and easements; and remains, to this date, in possession and ownership of said real estate by virtue of said deed.

2. The defendants, TEXACO, INC., ROBERT BRASELTON, ELECTRA FIELDS, CHARLES BRASELTON, CHESTER BRASELTON, ROBERT E. BRAZELTON, CLIFFORD M. BRASELTON and OSBORNE T. BRAZELTON, JR., have

asserted and are presently asserting a claim of ownership of undivided mineral interests in plaintiff's land by virtue of the mineral deeds referred to in numbered paragraph 1 above, the exact nature and extent of which interests in unknown to this plaintiff.

3. The defendants, D. W. MAYHEW, d/b/a MAYHEW OIL AND GAS DEVELOPMENTS, and DeBEERS DIAMOND INVESTMENT, LTD., are claiming and asserting leasehold interests in the oil and gas underlying plaintiff's real estate by virtue of one or more oil and gas leases taken and obtained from one or more of the other defendants.

4. The mineral interests evidenced by the mineral deeds referred to in numbered paragraph 1 above were not used within the meaning of I.C. 32-5-11-3 for a period of more than twenty (20) years prior to April 28, 1977, and for a period of twenty (20) years prior to September 2, 1971, the effective date of Public Law 423 of the Acts of the Indiana General Assembly of 1971.

5. None of the defendants, within the time provided by said Public Law 423 (I.C. 32-5-11-4), filed a statement of claim with regard to their mineral interests and non has done so to this date.

6. This plaintiff gave notice to the defendants, TEXACO, INC., ROBERT BRASELTON, ELECTRA FIELDS, CHARLES BRASELTON, CHESTER BRASELTON, ROBERT E. BRAZELTON, CLIFFORD M. BRASELTON and OSBORNE T. BRAZELTON, JR., of the lapse of their mineral interest under Public Law 423 of 1971 in accordance with I.C. 32-5-11-6, on April 28, 1977, and recorded a proof of service thereof in the Gibson County Dormant Mineral Interest Record in accordance with I.C. 32-5-11-7. Dr. 2, Card 9226, within 10 days thereafter.

7. Defendants are threatening to engage in oil and gas development on plaintiff's land without plaintiff's permission or consent under the claim and contention that they hold and are entitled to develop valid undivided mineral interests in plaintiff's lands. Plaintiff contends that said undivided mineral interests have been extinguished or lapsed under the provisions of Public Law 423 of the Acts of the Indiana General Assembly

of 1971.

8. A controversy exists between the parties concerning the construction, validity and effect of Public Law 423 of the Acts of the Indiana General Assembly of 1971, which controversy is real and no other adequate or appropriate remedy exists.

WHEREFORE, plaintiff prays that the Court declare the rights, status and other legal relations between the plaintiff and defendants with respect to plaintiff's land and the effect of Public Law 423 on defendants' alleged mineral interests therein, and declare said mineral interests, and each of them, permanently and absolutely lapsed and extinguished, and further declare that plaintiff has succeeded to said interests as the present owner of the interest out of which said mineral interests were carved, for her costs, and for all other proper relief.

S/Louise F. Short

Louise F. Short

HALL, PARTENHEIMER & LUECKING

By S/Verner P. Partenheimer, Jr.

Verner P. Partenheimer, Jr.
P. O. Box 313, 219 N. Hart St.
Princeton, IN 47670
Tel. (812) 385-5831
ATTORNEYS FOR PLAINTIFF

I hereby affirm under the penalty for perjury that I have read the above and foregoing complaint for declaratory judgment and that the allegations thereof are true.

S/Louise F. Short

Louise F. Short

Paragraph One

ANSWER TO COUNT VIII
CROSS-COMPLAINT FOR DECLARATORY JUDGMENT
(Omitting Captions and Signatures)

The plaintiff in the above entitled cause for her answer to defendants' "Count VIII. Cross-Complaint for Declaratory Judgment", says:

Plaintiff denies the allegations of rhetorical paragraphs 1, 2, 3, 4, 5 and 6 of Count VIII, and admits that a controversy exists between the parties concerning the construction, validity and effect of Public Law 423, 1971 Act, which controversy is real and no other adequate or appropriate remedy exists for the determination thereof.

WHEREFORE, plaintiff prays that the defendants take nothing by virtue of Count VIII.

Paragraph Two

PLAINTIFF'S FIRST ANSWER TO COUNT IX
COUNTER-CLAIM TO QUIET TITLE

Plaintiff, for her first answer to defendants' Count IX, Counter-Claim to Quiet Title, says that said counter-claim fails to state a claim upon which relief can be granted.

WHEREFORE, plaintiff prays that the defendants take nothing by virtue of Count IX.

Paragraph Three

PLAINTIFF'S SECOND ANSWER TO COUNT IX
COUNTER-CLAIM TO QUIET TITLE

Plaintiff, for her second answer to defendants' Count IX. Counter-claim to Quiet Title, says that she denies the

material allegations of rhetorical paragraphs 1, 2, 3, 4 and 6 of said Count IX and admits the allegations of rhetorical paragraph 5 so far as said paragraph alleges that the plaintiff claims to own the mineral interest described in said Count IX, but denies the same insofar as said paragraph alleges that plaintiff's claim is without right and unfounded.

WHEREFORE, plaintiff prays that defendants take nothing by virtue of Count IX.

HALL, PARTENHEIMER & LUECKING

PROOF OF SERVICE

The undersigned certifies that a copy of the foregoing instrument was served upon the attorneys of record of all parties to the above cause by enclosing the same in an envelope addressed to such attorneys at their business address as disclosed by the pleadings of record herein, with postage fully prepaid, and by depositing said envelope in a U.S. Post Office mail box in Princeton, Indiana, on the _____ day of _____, 19_____.

ANSWER OF DEFENDANTS

COUNT I.

The defendants for Answer to plaintiff's complaint say:

1. They are without information as to rhetorical paragraph 1 of plaintiff's complaint.

2. They admit the allegations contained in rhetorical paragraph 2 of plaintiff's complaint.

3. They admit the allegations contained in rhetorical paragraph 3 of plaintiff's complaint, except that the interest of DeBeer's Diamond Investment, Ltd. has now been fully assigned and conveyed to the defendant, D. W. Mayhew d/b/a

Mayhew Oil and Gas Development as shown by Instrument No. 59314, recorded in Drawer No. 2, Card 9496 in the office of the Recorder of Gibson County, Indiana.

4. The defendants deny the allegations contained in rhetorical paragraph 4 of plaintiff's complaint.

5. The defendants deny the allegations contained in rhetorical paragraph 5 of plaintiff's complaint.

6. The defendants deny the allegations contained in rhetorical paragraph 6 of plaintiff's complaint.

7. The defendants admit the first sentence of rhetorical paragraph 7 of plaintiff's complaint and deny the remainder thereof. Such defendants specifically deny that their mineral interests have been extinguished or lapsed.

8. The defendants admit the allegations contained in rhetorical paragraph 8 of plaintiff's complaint.

WHEREFORE, the defendants pray that plaintiff take nothing by her complaint and that the defendants go free with their costs.

JOHNSON, CARROLL and GRIFFITH

COUNT II.

Plaintiff's complaint fails to state a claim upon which relief can be granted.

JOHNSON, CARROLL and GRIFFITH

COUNT III.

Plaintiff has failed to join parties needed for just adjudication in that John Brazelton and Rosa G. Burkhart, heirs-at-law of Electra Fields (now deceased), were not made parties hereto.

JOHNSON, CARROLL and GRIFFITH

COUNT IV.

The defendants, Texaco, Inc., Osborne T. Brazelton, Jr., Robert Brazelton, Charles Brazelton, Chester Brazelton, Clifford Brazelton, John P. Brazelton, David Burkhart and Rosa G. Burkhart filed their Statement of Claim of Mineral Interests, which Statement of Claim of Mineral Interest was recorded June 17, 1977 as Instrument No. 59013 in Drawer No. 2, Card No. 9433 in the office of the Recorder of Gibson County, Indiana.

JOHNSON, CARROLL and GRIFFITH

COUNT V.

The defendants herein filed their Statement of Claim within two (2) years of the effective date of Indiana Code 32-5-11-1 et seq.

JOHNSON, CARROLL and GRIFFITH

COUNT VI.

Public Law 423 of the Acts of the Indiana General Assembly and Indiana Code 32-5-11 are unconstitutional and void generally and specifically as to these defendants in that such purported legislation is contrary to the following sections of the Constitution of the State of Indiana, to-wit:

(a) Article I, Section 21 providing:

> "No man's property shall be taken by law without just compensation"

(b) Article I, Section 23 providing:

"The General Assembly shall not grant to any citizen or class of citizens privileges and immunities which, upon the same terms, shall not equally belong to all citizens"

(c) Article I, Section 24 providing:

"No ex post facto law, or law impairing the obligation of contracts, shall ever be passed."

(d) Article I, Section 25 providing:

"No law shall be passed, taking effect of which shall be made to depend upon any authority, except as provided in this Constitution."

JOHNSON, CARROLL and GRIFFITH

COUNT VII.

Public Law 423 of the Acts of the Indiana General Assembly of 1971 and Indiana Code 32-5-11 are unconstitutional and in violation of the Constitution of the United States in the following particulars:

(a) As to the Fifth Amendment to the Constitution of the United States reading:

"No person shall be . . . deprived of life, liberty or property without due process of law; nor shall private property be taken for public use, without just compensation."

(b) Section 1 of the Fourteenth Amendment to the Constitution of the United States providing:

"No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty or property, without due process of law; nor deny to any person within its jurisdiction equal protection of the laws"

JOHNSON, CARROLL and GRIFFITH

COUNT VIII.

CROSS-COMPLAINT FOR DECLARATORY JUDGMGMENT

The defendants for their Cross-Complaint seek declaratory judgment relating to the construction, validity and effect of Public Law 423 of the Acts of the Indiana General Assembly of 1971 and Indiana Code 32-5-11.

The defendants claim such legislative acts are unconstitutional in the following particulars:

1. Article I, Section 21 of the Constitution of the State of Indiana providing:

   (a) "No man's property shall be taken by law without just compensation;"

2. Article I, Section 23 of the Constitution of the State of Indiana providing:

   (a) "The General Assembly shall not grant to any citizen or class of citizens privileges and immunities which, upon the same terms, shall not equally belong to all citizens"

3. Article I, Section 24 of the Constitution of the State of Indiana providing:

   (a) "No ex post facto law, or law impairing the obligation of contracts, shall ever be passed."

4. Article I, Section 25 of the Constitution of the State of Indiana providing:

   (a) "No law shall be passed, taking effect of which shall be made to depend upon any authority, except as provided in this Constitution."

5. As to the Fifth Amendment of the Constitution of the United States reading:

   (a) "No person shall be . . . deprived of life, liberty or property without due process of law; nor shall private property be taken for public use, without just compensation."

6. As to the Fourteenth Amendment to the Constitution of the United States reading:

   "No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty or property, without due process of law; nor deny to any person within its jurisdiction equal protection of the laws"

A controversy exists between the parties concerning the construction, validity and effect of such Acts as shown by

plaintiff's complaint, which controversy is real and no other adequate or appropriate remedy exists for the determination thereof.

WHEREFORE, defendants pray the Court that this Court declare the rights, status and other legal obligations between the plaintiff and the defendants with respect to the interest of the defendants in and to real estate described in plaintiff's complaint and the fact that Public Law 423 of the Acts of the Indiana General Assembly of 1971 and of Indiana Code 32-5-11 are unconstitutional, and declare that the interest of the defendants have not been abrogated, abolished, lapsed or extinguished by virtue of such laws.

JOHNSON, CARROLL and GRIFFITH

COUNT IX.

COUNTER-CLAIM TO QUIET TITLE

The defendants show to the Court as follows:

1. The defendants Charles Brazelton, Chester Brazelton, Robert E. Brazelton, Clifford M. Brazelton, Osborne T. Brazelton, Jr., John Brazelton and Rosa G. Burkhart, together with Texaco, Inc. are the owners collectively of an undivided 23/32's fee simple interest in and to all oil, gas and other minerals except coal upon and under the following described real estate situated in Gibson County, State of Indiana, to-wit:

> The east half of the southwest quarter of Section twenty-nine (29), Township two (2) south, Range eleven (11) west, containing eighty (80) acres, more or less;
>
> ALSO, a part of the west half of the southwest quarter of Section twenty-nine (29), Township two (2) south, Range eleven (11) west, and more particularly described as follows:

Beginning at the northeast corner of said half quarter section and running thence south one hundred four (104) rods; thence west to the west line of said half quarter section; thence north to the northwest corner thereof; thence east to the place of beginning, and containing fifty-two (52) acres, more or less, and

containing in all one hundred thirty-two (132) acres, more or less; SUBJECT TO THE FOLLOWING:

The rights of the Defendants and their successors and assigns, arising under the following Mineral Deeds, granted by the then fee simple title holders;

(a) An undivided one-half interest in and to all of the oil, gas and other minerals, EXCEPT COAL, conveyed by John T. Mounts and Bessie Mounts, husband and wife, as Grantors, to Bur-Kan Petroleum Company, as Grantee, by mineral deed dated April 9, 1942, recorded in Deed Record 115, page 197, office of the Recorder of Gibson County, Indiana.

(b) An undivided three-sixteenth (3/16) interest in and to all of the oil, gas and other minerals, conveyed by John T. Mounts and Bessie Mounts, his wife, as Grantors, to Victor C. Besing, by Mineral Deed dated July 7th, 1944, recorded in Deed Record 120, page 17, Office of said Recorder;

(c) An undivided one-thirty-second (1/32) interest in and to all of the oil, gas and other minerals, conveyed by John T. Mounts and

Bessie Mounts, his wife, as Grantors, to Electra Fields, as Grantee, by mineral deed dated July _____, 1944, recorded in Deed Record 120, page 46, office of said Recorder;

and SUBJECT to existing rights-of-way and easements;

2. Texaco, Inc. owns a 16/32 mineral interest therein, Osborne T. Brazelton, Jr. owns a 2/32 mineral interest therein, Robert E. Brazelton owns a 4/32 mineral interest therein, and Robert E. Brazelton, Charles Brazelton, Chester Brazelton, Clifford Brazelton, Osborne T. Brazelton, Jr., John Brazelton and Rosa G. Burkhart, being heirs-at-law of Electra Fields, deceased, own a 1/32 undivided mineral interest therein.

3. The defendant, D. W. Mayhew d/b/a Mayhew Oil and Gas Developments is the owner of valid oil and gas leases from the aforementioned defendants, which leases are recorded as follows:

(a) Instrument No. 57573 in Drawer No. 2, Card 9074 on April 15, 1977, Office of Recorder of Gibson County, Indiana, from O. T. Brazelton, Jr. and Jane L. Brazelton, his wife;

(b) Instrument No. 57572 in Drawer No. 2, Card 9073 on April 15, 1977, Office of Recorder of Gibson County, Indiana, from Clifford M. Brazelton and Ellen Brazelton, his wife;

(c) Instrument No. 57570 in Drawer No. 2, Card 9071 on April 15, 1977, Office of Recorder of Gibson County, Indiana, from Charles Brazelton and Marjorie Brazelton, his wife; and Chester Braselton and Roselyn Braselton, his wife;

(d) Instrument No. 57571 in Drawer No. 2, Card 9072 on April 15, 1977, Office of Recorder

of Gibson County, Indiana, from Robert E. Brazelton and Marcia J. Brazelton, his wife;

(e) Instrument No. 58788 in Drawer No. 2, Card 9370 on June 9, 1977, Office of Recorder of Gibson County, Indiana, from John P. Braselton and Jane E. Braselton, his wife;

(f) Instrument No. 57879 in Drawer No. 2, Card 9155 on April 29, 1977, Office of Recorder of Gibson County, Indiana, from Texaco, Inc., a corporation.

4. The plaintiff purchased said real estate with full knowledge of the interests of the defendants herein and subject to such interests.

5. The plaintiff claims such mineral rights as are owned and leased by the defendants and denies the validity of defendants interest therein, which claim and denial is without right and unfounded.

6. The title of the defendants in and to such mineral rights and leases should be quieted.

WHEREFORE, defendants pray for judgment quieting title of the defendants in and to the mineral rights and mineral leases owned by the defendants as above set forth of and from the plaintiff and for all other just and proper relief.

JOHNSON, CARROLL and GRIFFITH

CERTIFICATE

This is to certify that I served a copy of this pleading or paper personally or by mail upon each attorney or firm of attorneys appearing of record for each adverse party on or before the filing date thereof.

Dated this 21st day of July 1977
JOHNSON, CARROLL & GRIFFITH

By S/John L. Carroll

STIPULATION OF FACTS
(Omitting Captions and Signatures)

It is stipulated by and between the parties hereto that for purposes of the within cause, the following facts shall be accepted as true without the necessity of supporting proof thereon:

1. On April 19, 1942, and prior thereto, John T. Mounts and Bessie Mounts were the owners of the following described real estate in Gibson County, State of Indiana, to-wit:

> The East half of the Southwest Quarter of Section 29, Township 2 South, Range 11 West containing 80 acres, more or less.
>
> ALSO, a part of the West half of the Southwest Quarter of Section 29, Township 2 South, Range 11 West, and more particularly described as follows:
>
> Beginning at the northeast corner of said half quarter section and running thence south 104 rods, thence west of the west line of said half quarter section; thence north to the northwest corner thereof; thence east to the place of beginning, and containing 52 acres, more or less, and
>
> Containing in all 132 acres, more or less.

(hereinafter referred to as the "Real Estate".)

2. On or about April 9, 1942, John T. Mounts and Bessie Mounts, being the then owners of the Real Estate, executed and delivered a Mineral Deed to Bur-Kan Petroleum Company of Tulsa, Oklahoma conveying

> "an undivided One half, (½) interest in and to all of the oil, gas and other minerals except coal in and under and that may be produced from" the Real Estate, "together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements.
>
> "This sale is made subject to all rights now existing to any lessee or assigns under valid and subsisting oil and gas lease of record heretofore executed; being understood and agreed that said Grantee shall have, receive and enjoy the herein granted undivided interest in and to all bonuses, rents, royalties and other benefits which may accrue thereunder from and after the date hereof, precisely as if the Grantee herein had been at the date of the making of said lease the owner of a similar undivided interest in and to the lands described and Grantee one of the lessors therein.
>
> "Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and like-

wise agrees that Grantee shall have the right at any time to redeem for said Grantor by payment, any mortgage taxes or other liens on the above described land, upon default in payment by Grantor and be subrogated to the rights of the holder thereof.

"TO HAVE AND TO HOLD the above described property and easements with all and singular the rights, privileges and appurtenances thereunto and in anywise belonging to said Grantee herein, his heirs, successors and assigns forever, the Grantors do hereby bind themselves, heirs, successors, administrators, successors and assigns to warrant and forever defend all and singular the said property unto the said Grantee herein his heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

"And the undersigned grantors, for themselves and their heirs, successors, and assigns hereby waive and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way effect the purpose for which this instrument is made, as recited herein."

Which Mineral Deed was recorded April 23, 1942 in Deed Record Book 115, at page 197 in the office of the Recorder of Gibson County, Indiana.

3. On or about July 7, 1944, John T. Mounts and Bessie Mounts, being the then owners of the Real Estate executed and delivered a Mineral Deed to Victor C. Besing conveying "an undivided 3/16 interest in and to all of the oil, gas and other minerals in and under that may be produced from" the Real Estate. Such Mineral Deed used the same language of conveyance as is set forth in the quoted portions of paragraph 2 hereof, and which Mineral Deed was recorded July 8, 1944,

in Deed Record Book 120, at page 17, in the office of the Recorder of Gibson County, Indiana.

4. On or about the _____ day of July, 1944, John T. Mounts and Bessie Mounts, being the then owners of the Real Estate executed and delivered a Mineral Deed to Electra Fields, conveying an undivided 1/32 interest in and to all of the oil, gas and other minerals in and under that may be produced from the Real Estate. Such Mineral Deed used the same language of conveyance as is set forth in the quoted portion of paragraph 2 hereof, and which Mineral Deed was recorded July 17, 1944 in Deed Record Book 120, at page 46 in the office of the Recorder of Gibson County, Indiana.

5. On April 20, 1942, Bur-Kan Petroleum conveyed by Mineral Deed its undivided ½ interest in the Real Estate as set forth in paragraph 2 above to the Texas Company of Tulsa, Oklahoma, which conveyance was recorded August 19, 1942 in Deed Record Book 115, at page 502 in the office of the Recorder of Gibson County, Indiana.

6. On July 7, 1944, Victor C. Besing and wife conveyed by two Mineral Deeds an undivided 2/16 interest in and to all of the oil, gas and other minerals from the Real Estate to O. T. and Laura I. Brazelton, both Mineral Deeds dated July 7, 1944, and recorded July 17, 1944 in Deed Record Book 120, at page 47, and Deed Record Book 120, at page 49, in the office of the Recorder of Gibson County, Indiana.

7. On July 7, 1944, Victor C. Besing and wife conveyed by Mineral Deed an undivided 1/16 interest in and to all of the oil, gas and other minerals from the Real Estate to Robert E. Brazelton by Mineral Deed dated July 7, 1944 and recorded July 17, 1944 in Deed Record 120, page 50 in the office of the Recorder of Gibson County, Indiana.

8. On October 29, 1974, the plaintiff became the grantee in a certain Executor's Deed dated October 29, 1974 and recorded October 29, 1974 in Deed Drawer #2, Card No. 8844 in the office of the Recorder of Gibson County, Indiana, which Executor's Deed, (omitting the formal parts) reads as follows:

"THIS INDENTURE WITNESSETH, That PAUL MOUNTS, as Executor of the Estate of BESSIE

MOUNTS, Deceased, and pursuant to the order of the Gibson Circuit Court of Gibson County, in the State of Indiana, entered in Probate Order Book _____, page _____, records in the office of the Clerk of said Court, for and in consideration of the sum of SIXTY THOUSAND DOLLARS ($60,000.00), CONVEYS to LOUISE F. SHORT, of Gibson County, in the State of Indiana, the following described real estate, situate in Gibson County, in the State of Indiana, to-wit:

The east half of the southwest quarter of Section twenty-nine (29), Township two (2) south, Range eleven (11) west, containing eighty (80) acres, more or less;

ALSO, a part of the west half of the southwest quarter of Section twenty-nine (29), Township two (2) south, Range eleven (11) west, and more particularly described as follows: Beginning at the northeast corner of said half quarter section and running thence south one hundred four (104) rods; thence west to the west line of said half quarter section; thence north to the northwest corner thereof; thence east to the place of beginning, containing fifty-two (52) acres, more or less, and

containing in all one hundred thirty-two (132) acres, more or less; SUBJECT TO THE FOLLOWING:

The rights, if any, of the Grantees and their successors and assigns, under the following Mineral Deeds:

(a) An undivided one-half interest in and to all of the oil, gas and other minerals, EXCEPT COAL, conveyed by John T. Mounts and

Bessie Mounts, husband and wife, as Grantors, to Bur-Kan Petroleum Company, as Grantee, by mineral deed dated April 9, 1942, recorded in Deed Record 115, page 197, office of the Recorder of Gibson County, Indiana.

(b) An undivided three sixteenths (3/16) interest in and to all of the oil, gas and other minerals, conveyed by John T. Mounts and Bessie Mounts, his wife, as Grantors, to Victor C. Besing, by Mineral Deed dated July 7, 1944, recorded in Deed Record 120, page 17, office of said Recorder;

(c) An undivided one-thirty-second (1/32) interest in and to all of the oil, gas and other minerals, conveyed by John T. Mounts and Bessie Mounts, his wife, as Grantors, to Electra Fields, as Grantee, by mineral deed dated July _____, 1944, recorded in Deed Record 120, page 46, office of said Recorder;

and SUBJECT to existing rights-of-way and easements."

9. By virtue of such Executor's Deed the plaintiff became the successor in interest to the rights of John T. Mounts and Bessie Mounts.

10. The defendants below are the successors in interest in and to the Mineral Deeds referred to in paragraphs 2, 3 and 4 above:

a. Texac. , Inc. - (successor in interest to the mineral interest conveyed to Bur-Kan Petroleum Company in paragraph 2 above) - an undivided one-half (½) interest

b. O. T. Brazelton, Jr. and Robert E. Brazelton - (successor in interest to part of the mineral interest conveyed to Victor C.

Besing in paragraph 3 above) - an undivided one-sixteenth (1/16) interest

c. Robert E. Brazelton
Charles Braselton
Chester Braselton
Clifford Braselton
O. T. Brazelton, Jr.
John P. Braselton
Rosa G. Burkhart - (successors in interest to the mineral interest conveyed to Electra Fields in paragraph 4 above) - an undivided one thirty-second (1/32) interest

d. Robert Braselton - (successor in interest to part of the mineral interest conveyed to Victor C. Besing in paragraph 3 above) - an undivided two-sixteenths (2/16) interest

11. The defendant D. W. Mayhew d/b/a Mayhew Oil and Gas Development is the Lessee of oil and gas leases from the defendants set forth in paragraph 10 hereof, the date of such leases and the recording thereof are as follows:

a. Grantor-Texaco, Inc., dated March 11, 1977, recorded April 29, 1977, in Drawer 2, Card 9155, in the office of the Recorder of Gibson County, Indiana;

b. Grantor-John P. Braselton and Jane E. Braselton, his wife, dated March 10, 1977, recorded June 9, 1977, in Drawer 2, Card 9370, in the office of the Recorder of Gibson County, Indiana;

c. Grantor-Charles Braselton et ux and Chester Braselton et ux, dated November 18, 1976, recorded April

15, 1977, in Drawer 2, Card 9071, in the office of the Recorder of Gibson County, Indiana;

d. Grantor-Robert E. Brazelton et ux, dated November 15, 1976, recorded April 15, 1977, in Drawer 2, Card 9072, in the office of the Recorder of Gibson County, Indiana;

e. Grantor-Clifford Braselton and Ellen Braselton, dated November 20, 1976, recorded April 15, 1977, in Drawer 2, Card 9073, in the office of the Recorder of Gibson County, Indiana;

f. Grantor-O. T. Brazelton (a/k/a O. T. Brazelton, Jr.) et ux, dated November 22, 1976, recorded April 15, 1977, in Drawer 2, Card 9074, in the office of the Recorder of Gibson County, Indiana.

12. The defendant DeBeers Diamond Investment, Ltd. has no interest in the property or subject of the within litigation, by reason of having assigned all of its right, title and interest in the leasehold estate to the defendant D. W. Mayhew d/b/a Mayhew Oil and Gas Development by instrument dated June 20, 1977, recorded June 30, 1977, in Drawer 2, Card 9496, in the office of the Recorder of Gibson County, Indiana.

13. On April 28, 1977, the plaintiff gave notice by publication in the Star-Echo, a weekly newspaper authorized to publish legal notices and published at Owensville, Indiana, a Notice of Lapse of Mineral Interest, naming therein as record owners of said interest the following:

Texaco, Inc.
Robert Braselton
Electra Fields
Charles Braselton
Chester Braselton
Robert E. Brazelton
Clifford M. Braselton
Osborn T. Brazelton, Jr.

Said persons were all the persons whose names were shown of record in the Recorder's Office of Gibson County, Indiana, on April 28, 1977, except O. T. Brazelton and Laura I. Brazelton, both of whom were deceased and whose successors in interest were O. T. Brazelton, Jr., (sometimes called Osborn T. Brazelton, Jr.), and Robert E. Brazelton. On said date, the Probate Order Book 69, page 609, in the Gibson Circuit Clerk's Office disclosed a final order in the Estate of Florence Electra Fields, a true copy of which is attached hereto as "EXHIBIT C". This order was not recorded in the Recorder's Office and no other public records in Gibson County, Indiana, showed any evidence of the ownership of the interests in question.

14. On May 6, 1977, plaintiff sent copies of said Notice of Lapse of Mineral Interest to the above named persons by regular United States mail.

15. A copy of such Notice of Lapse of Mineral Interest, published and mailed as set out in paragraphs 13 and 14, is attached hereto, made a part hereof, and marked "EXHIBIT A". Said notice, together with a publisher's affidavit and an affidavit of service by mailing, was recorded in the office of the Recorder of Gibson County, Indiana, on May 10, 1977.

16. On June 17, 1977, the defendants referred to in paragraph 10 above, filed Statement of Claim of Mineral Interest, which Statement of Claim of Mineral Interest was recorded June 17, 1977, in Drawer Number 2, Card 9433, in the office of the Recorder of Gibson County, Indiana, a copy of which is attached hereto, made a part hereof, and marked "EXHIBIT B".

17. On or about April 29, 1977, Gwendolyn Burkhart, John P. Braselton and Chester P. Braselton conveyed by quitclaim deed all of their interests in the real estate to David E. Burkhart. This deed was recorded June 7, 1977, in Deed Dr. 2, Card 1891, office of the Recorder of Gibson County, Indiana, and a true copy thereof is attached hereto as "EXHIBIT D". On June 9, 1977, David E. Burkhart filed a Statement of Claim to Prevent Lapse of Mineral Interests, dated June 8, 1977, a true copy of which is attached hereto as "EXHIBIT E". This statement was recorded in Dr. 2, Card 9366, office of the Recorder of Gibson County, Indiana.

18. The records in the office of the Recorder of Gibson County, Indiana, disclose the following oil and gas leases affecting the real estate, none of which ever resulted in the commencement of any drilling operations and which were given prior to the oil and gas leases referred to in paragraph 11 of this stipulation:

(a) Dated 7-7-50, from John T. Mounts and Bessie Mounts, husband and wife; O. T. Brazelton and Laura I. Brazelton, husband and wife; Electra Fields, widow; Robert E. Brazelton and Marcia J. Brazelton, his wife, as lessors, to Joseph J. Shulman, Jake Shulman, Isadore Shulman and Maurice R. Shulman, co-partners d/b/a Shulman Brothers, as lessee, for a term of one year and as long thereafter as oil or gas is produced. Misc. Rec. 83, page 547;

(b) Dated 7-13-51, from John T. Mounts and Bessie Mounts, his wife; O. T. Brazelton and Laura I. Brazelton, his wife; Electra Fields, widow; Robert E. Brazelton and Marcia J. Brazelton, his wife, as lessors, to Jack S. Lewis, as lessee, for a term of one year and as long thereafter as oil or gas is produced. Misc. Rec. 91, page 31;

(c) Dated 5-23-57, from Bessie Mounts, a widow; O. T. Brazelton and Laura I. Brazelton, husband and wife; Electra Fields, widow; Robert E. Brazelton and Marcia J. Brazelton, husband and wife, as lessors, to J. E. Kendall, as lessee, for a term of one year and as long thereafter as oil or gas is produced. Misc. Rec. 125, page 67;

(d) Dated 9-9-46, from John T. Mounts and Bessie Mounts, his wife, as lessors, to The Texas Company, as lessee, for a term of five years and as long thereafter as oil or gas is produced. Misc. Rec. 62, page 325;

(e) Dated 5-27-49, from John Mounts and Bessie Mounts, his wife, as lessors, to A. B. Taylor, as lessee, for a term of one year and as long thereafter as oil or gas is produced. Misc. Rec. 75, page 486;

(f) Dated 9-26-58, from Bessie Mounts, a widow; O. T. Brazelton and Laura I. Brazelton, his wife; Electra Fields, a widow; Robert E. Brazelton and Marcia J. Brazelton, his wife, as lessors, to Mayhew Oil Company, Inc., as lessor, for a term of one year and as long thereafter as oil or gas is produced. Misc. Rec. 132, page 421.

Unless the issuance, delivery and recording of the above oil and gas leases constitute such use, the mineral interest of the defendants in the real estate were not used within the meaning of IC 32-5-11-1 and IC 32-5-11-3 for the 20-year period immediately preceding September 2, 1971, or for the 2-year period commencing on said date.

19. At no time during the period September 2, 1971, to September 3, 1973, were the defendants, or any of them, the owners of ten (10) or more mineral interests as defined in IC 32-5-11-2 in Gibson County, Indiana.

20. John P. Braselton, David E. Burkhart and Rosa G. Burkhart have appeared by counsel, waived service of process and filed pleadings, and this Court has jurisdiction of the said John P. Braselton, David E. Burkhart and Rosa G. Burkhart, as well as of all other parties in interest.

21. Defendants desire to engage in oil and gas development on the real estate without plaintiff's permission or consent, and plaintiff desires to engage in oil and gas development on said real estate to the exclusion of the defendants, and a controversy exists between the plaintiff and the defendants concerning the construction, validity and effect of Public Law 423 of the Acts of the Indiana General Assembly of 1971, which controversy is real and substantial.

22. The plaintiff, Louise F. Short, is now and has been at all times since October 29, 1974, the owner of the land

described in paragraph 8 above, except approximately 2-1/4 acres conveyed to James and Mary Boyles by warranty deed, dated March 27, 1976, recorded in Deed Dr. 2, Card 11302, office of the Recorder of Gibson County, Indiana.

23. This stipulation shall constitute all of the evidence in this cause.

JOHNSON, CARROLL AND GRIFFITH

ATTORNEYS FOR DEFENDANTS TEXACO, INC., ROBERT BRASELTON, CHARLES BRASELTON, ROBERT E. BRAZELTON, CLIFFORD M. BRASELTON, OSBORNE T. BRAZELTON, JR., D. W. MAYHEW, d/b/a MAYHEW OIL AND GAS DEVELOPMENTS, and DeBEERS DIAMOND INVESTMENT, LTD.

FINE, HATFIELD, SPARRENBERGER & FINE

ATTORNEYS FOR JOHN P. BRASELTON, ROSA G. BURKHART, CHESTER BRASELTON and DAVID E. BURKHART

HALL, PARTENHEIMER & LUECKING

ATTORNEYS FOR PLAINTIFF

PUBLISHER'S AFFIDAVIT

State of Indiana, County of Gibson, ss:

On this 30th day of April, 1977, personally appeared Phyllis A. Armstrong, publisher of the Star-Echo, a weekly newspaper published at Owensville, Ind., who, being sworn, states that the notice, a true copy of which is attached, was published one successive times in said paper, the first publication being on 4/28/77.

S/ Phyllis Armstrong

Phyllis Armstrong, Publisher

Subscribed and sworn to before me, this 30th day of April, 1977.

S/ Eugenia Ruth Robinson

Notary Public

My Commission expired July 13, 1979

RECORDED THIS 10 DAY OF MAY, 1977 AT 11:00 A.M.

S/ Don L. Lutz

Recorder Gibson County, Indiana

NOTICE OF LAPSE OF MINERAL INTEREST

Notice is hereby given to the following record owners thereof, to-wit: Texaco, Inc., Robert Braselton, Electra Fields, Charles Braselton, Chester Braselton, Robert E. Braselton, Clifford M. Braselton, and O. T. Braselton, Jr., that they are claimants or record owners of the mineral interests evidenced by the following mineral deeds recorded in the office of the Recorder of Gibson County, Indiana, to-wit:

(1) undivided ½ interest in and to all of the oil, gas and other minerals except coal in and under the same, conveyed by John T. Mounts and Bessie Mounts, husband and wife, to Bur-Kan Petroleum Company, by Mineral Deed dated April 9, 1942, recorded in Deed Rec. 115, page 197;

(2) undivided 3/16 interest in and to all of the oil, gas and other minerals in and under and that may be produced therefrom, conveyed by John T. Mounts and Bessie Mounts, his wife, to Victor C. Besing, by Mineral Deed dated July 7, 1944, recorded in Deed Rec. 120, page 17;

(3) undivided 1/32 interest in and to all of the oil, gas and other minerals in and under and that may be produced therefrom, conveyed by John T. Mounts and Bessie Mounts, his wife, to Electra Fields, by Mineral Deed dated July _____, 1944, recorded in Deed Rec. 120, page 46;

In and to the following land in Gibson County, Indiana, to-wit: The East half of the southwest quarter of Section 29, township 2 south, range 11 west, containing 80 acres, more or less; EXCEPT approximately 2-1/4 acres, conveyed to James and Mary Boyles. (Deed Drawer 2, Card 11302) Also, a part of the west half of the southwest quarter of Section 29, township 2 south, range 11 west, and more particularly described as follows: Beginning at the northeast corner of said half quarter section and running thence south 104 rods; thence west to the west line of said half quarter section; thence north to the northwest corner thereof; thence east to the place of beginning, containing 52 acres, more or less.

Notice is further given that said mineral interests have lapsed through non-use and the undersigned has succeeded to

the ownership of such interests under the provisions of Indiana Code 32-5-11-1-8.

DATED this 20th day of April, 1977.

Louise F. Short

STATEMENT OF CLAIM OF MINERAL INTEREST

The undersigned hereby files its Statement of Claim of Mineral Interest:

1. Texaco, Inc.
P. O. Box 2420
Tulsa, Oklahoma 74102

1A. An undivided one-half (1/2) interest in and to all oil, gas and all other minerals, except coal.

2. Description of the land on or under which such mineral interest is located:

The East Half of the Southwest Quarter; also part of the West half of the southwest quarter described as follows, beginning at the northeast corner of said half quarter section and running thence south 104 rods; thence west to the west line of said half quarter section; thence north to the northwest corner thereof; thence east to place of beginning, all Sec. 29 T2S, R 11 W, containing 132 acres, more or less.

ALSO:
12 acres off the South end of the E-1/2 of the NW-1/4 of Section 29, and described as follows: Commencing at the SW corner of said half quarter section and running thence East to the East line of said East half quarter section; thence North 24 rods; thence West to the West line of said half quarter section; thence South to the place of beginning;

also 28 acres, more or less, off the South side of the W-1/2 of the SW-1/4 of Section 29, excepting therefrom one-fourth of an acre, more or less, used as a cemetery;

also 35-1/2 acres off the South side of the W-1/2 of the SE-1/4 of Section 30, described as follows: Beginning at the SW corner of the SE-1/4 and thence running North 71 rods; thence East 80 rods, more or less, to the East line of said W-1/2 of the SE-1/4; thence South to the South line of said SE-1/4 section; thence West to the place of beginning;

also a strip one rod wide, described as follows: Beginning at the NE corner of the W-1/2 of the SE-1/4 of Section 30; thence West one rod; thence South 89 rods, more or less, to the North line of the 35-1/2 acre tract of land last above described; thence East one rod; thence North to the place of beginning;

also the E-1/2 of the SE-1/4 of Section 30, containing 80 acres, more or less; and,

also two acres, more or less, off the North end of the NE-1/4 of the NE-1/4 of Section 31, described as follows: Beginning at the NE corner of said Section 31 and running thence South four rods to a stone; thence West 80 rods; thence North 4 rods; thence East on the section line 80 rods, more or less, to the place of beginning.

All of the above lands lying in Township 2 South, Range 11 West, Gibson County, Indiana.

DATED this 16th day of June, 1977.

TEXACO, INC.

STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

Before me, a Notary Public in and for said County and State, personally appeared JOHN L. CARROLL, as attorney for Texaco, Inc., who as such attorney is duly authorized by Texaco, Inc. to execute the above document and verify the statement of facts therein contained.

WITNESS, my hand and Notarial Seal this 16th day of June, 1977.

My commission expires:
February 3, 1981

S/Dana L. West
Dana L. West Notary Public

JOHNSON, CARROLL AND GRIFFITH
Professional Corporation
2230 West Franklin Street
Evansville, Indiana 47712
Telephone: (812) 425-4466
#27

This instrument prepared by: John L. Carroll of the firm of Johnson, Carroll and Griffith, Attorneys, Evansville, Indiana.
#27

RECORDED THIS 17 DAY OF JUNE, 1977 at 3:17 P.M.

S/Don L. Lutz
Don L. Lutz Recorder Gibson County, Indiana

RECEIVED FOR RECORD
This 17 day of June A.D., 1977 of
3:17 o'clock p.m.
Drawer No. 2
Card No. 9435

Don L. Lutz
Recorder of Gibson County

IN RE:	)	FILED
	)	Feb. 7 1968
Estate of FLORENCE ELECTRA	)	
FIELDS, Deceased,	)	Don L. Lutz
	)	Clerk Gibson
W. PAUL BRASELTON,	)	Circuit Court
Administrator.	)	
	)	Estate No. PR-67-69

ENTRY

Comes now W. Paul Braselton, as Administrator of the Estate of Florence Electra Fields, Deceased, and presents to the Court his duly verified Final Account and Petition (1) To Settle and Allow Account; (2) To Determine Heirship; and (3) For A Decree That The Estate Has Been Fully And Finally Administered, heretofore filed herein January 12, 1968, and endorsed for hearing on February 3, 1968.

The Court, having seen and examined said Account and Petition and being duly advised in the premises, finds as follows:

1. No objections were filed to the Final Account and Petition of the Administrator.

2. Due notice of the filing of said Account and Petition was given to all interested persons and the same is now properly before the Court for final action thereon.

3. More than six (6) months have elapsed since the date of the first publication of notice to all interested parties herein. All of the debts and liabilities of the decedent and of her estate have been paid and discharged. Neither the decedent nor this Administrator was an employer of labor as that term is defined in the Indiana Employment Security Act.

4. This Court has entered an order finding that the estate is not subject to Indiana inheritance tax. The estate was not subject to federal estate tax.

5. All of the assets of the estate have been administered and no reason exists why this estate can not be closed at this time.

6. The Administrator is chargeable and claims credits for expenditures in the administration of said estate and in distribution as follows:

To Inventory and Appraisement	$1,591.38
Receipts During Administration	1,039.35
Total Chargeable	$2,630.73
Less Credits	2,630.73
Balance	0.00

7. Florence Electra Fields was, at the time of her death, a widow and left surviving her as her sole and only heirs-at-law her brother, W. Paul Braselton, and the following nieces and nephews, namely: Gwendolyn Burkhart, Chester P. Braselton and John Braselton, the children of Chester Braselton, a deceased brother; Charles Braselton and Clifford Braselton, the children of Clifford Braselton, a deceased brother; and Robert Brazelton and Osborne T. Brazelton, Jr., the children of Osborne T. Brazelton, a deceased brother.

8. The decedent died seized and possessed of an undivided one thirty-second (1/32) interest in and to the oil, gas, casinghead gas and other minerals lying in and under and that may be produced from the following described real estate, situate in Gibson County, State of Indiana, to-wit:

> Part of the west one-half of the northeast quarter of Section 30, Township 2 south, Range 11 west, bounded as follows, to-wit: Beginning at the southeast corner of said half quarter section and from thence running north 42 chains (two poles to chain); thence west 27 chains and 21 links; thence south 42 chains; thence east 27 chains and 21 links to the place of beginning, containing 28.79 acres, more or less, EXCEPTING, however, 17 acres in a rectangular form off of the north end of said tract heretofore conveyed by Flora E. Knight (now the grantor Flora E. Mosier) to Morton Woods by deed dated November 1, 1918, and recorded in Deed Record 84,

at page 369 of the Deed Records of Gibson County, in the State of Indiana;

Also, a part of the northwest quarter of Section 30, in Township 2 south, Range 11 west, bounded as follows: Beginning at the northeast corner of said quarter section; thence south to the southeast corner thereof; thence west 21 chains and 27½ links; thence north, 12 degrees west, 39 chains; thence northeast to the southeast corner of Warrick Armstrong's land in said quarter section; thence north to the north line of said quarter section; thence east to the place of beginning, containing 54½ acres, more or less;

A part of the northwest quarter of Section 30, Township 2 south, Range 11 west, and bounded as follows: Beginning at the southwest corner of said quarter section and running thence east 57 chains and 35 links; thence north, 12 degrees west, 39 chains to Columbus Emmerson's line; thence west along his line 49 3/4 chains to the Range line; thence south 38 chains and 15 links to the beginning, containing 51.43 acres;

for a term of twenty-five (25) years from and next after February 5, 1944, see Deed Record 119, page 82, records in the office of the Recorder of said County and State. Certain of said real estate has been developed for the production of oil and gas, and The Superior Oil Company, Post Office Box 1521, Houston, Texas, 77001, is purchasing the oil therefrom under Property No. 13061720, Owners No. 54164. It was not necessary in the administration of said estate to sell or dispose of said royalty interest, and the title thereto and the royalty interest formerly attributable to Florence Electra Fields, the decedent, is now owned by, and payments therefrom for the remainder of the term should be made to, the following persons and in the following proportions:

W. Paul Braselton	1/4
Chester P. Braselton	1/12
Gwendolyn Burkhart	1/12
John Braselton	1/12
Charles Braselton	1/8
Clifford Braselton	1/8
Robert E. Brazelton	1/8
Osborne T. Brazelton, Jr.	1/8

9. The final account should be settled and allowed and the prayer of the petition should be granted.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT as follows:

1) said account is hereby in all things approved, settled and confirmed, and the prayer of the petition is granted;

2) the decedent left surviving her as her sole and only heirs-at-law, her brother and the niece and nephews named in numbered paragraph 7 hereinabove;

3) the title in and to the mineral interest of which the decedent died seized and possessed is now vested in the heirs-at-law and in the proportions set forth in numbered paragraph 8 above, and said heirs-at-law are entitled to all royalty payments now accrued or hereafter accruing from the mineral interest formerly owned by the decedent and in the proportions set forth above;

4) the estate has been fully and finally administered, and the Administrator and his surety be, and they are hereby, released and discharged of and from further duties and liability herein.

REC(D: Prob. O.B. 69, p. 609

Reception No. 58737

Recorded this _____ day of _____ A.D. 19 ___, _____ o'clock _____ M.

Recorder

QUIT-CLAIM DEED

THIS INDENTURE WITNESSETH

That ROSA G. BURKHART, of Marion County, Indiana, and JOHN P. BRASELTON, of Vanderburgh County, Indiana, and CHESTER P. BRASELTON, of Gibson County, and State of Indiana.

RELEASE AND QUIT-CLAIM

To DAVID E. BURKHART, of Marion County, in the State of Indiana for the sum of One Dollar ($1.00) and other good and valuable consideration, receipt Dollars of which is hereby acknowledged, the following described REAL ESTATE in Gibson County, in the State of Indiana, to-wit: All of the southwest quarter of section 29, township 2 south, range 11 west; except, 28 acres off the south end of the southwest quarter of the southwest quarter of said section, township and range, containing after said exception 132 acres more or less.

IN WITNESS WHEREOF, The said ROSA G. BURKHART, JOHN P. BRASELTON and CHESTER P. BRASELTON, Have hereunto set their hands and seals this 29th day of April, 1977.

S/ Rosa G. Burkhart _____ (SEAL)

Rosa G. Burkhart (SEAL)

S/ John P. Braselton _____ (SEAL)

John P. Braselton (SEAL)

S/ Chester P. Braselton _____ (SEAL)

Chester P. Braselton (SEAL)

STATE OF INDIANA, Vanderburgh County, ss.

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named ROSA G. BURKHART, JOHN P. BRASELTON, and CHESTER P. BRASELTON, who acknowledged the execution of the foregoing Deed to be their voluntary act and deed.

WITNESS my hand and Notarial Seal this 29th day of April, 1977.

My commission expires:

QUIT-CLAIM DEED

_____

From

_____

_____

To

_____

_____

Received for Record

This _____ day of _____ A.D. 19 _____ at _____ o'clock _____ M. and recorded in record _____ pages _____ _____Recorder of _____ County

Recorder's Fee $_____

Duly Entered for Taxation

_____ 19 _____

_____ Auditor

Transfer Fees $2.50

FINE, HATFIELD, SPARRENBERGER & FINE
1600 Old National Bank Building
Evansville, Indiana 47708

RECEIVED FOR RECORD
This 7 day of June A.D., 1977 of
10:20 o'clock a.m.
Drawer No. 2
Card No. 1891
S/ Don L. Lutz
Recorder of Gibson County

STATEMENT OF CLAIM TO PREVENT LAPSE OF MINERAL INTERESTS

THIS INDENTURE WITNESSETH, that the undersigned, David E. Burkhart of 41 E. Hanna Avenue, Indianapolis, Indiana 46227, being the owner of an undivided interest in and to all of the oil, gas and other minerals under and in certain land located in Gibson County, Indiana, does hereby file his Statement of Claim, pursuant to IC 32-5-11-1 et seq., (formerly Burns Indiana Statutes Sec. 46-1808 et seq.) to prevent the lapse of the mineral interests described below herein which were derived from a certain quitclaim deed from Rosa G. Burkhart, John P. Braselton and Chester P. Braselton as grantors to the undersigned David E. Burkhart, as grantee dated the 29th day of April, 1977. Said mineral interests consist of an undivided interest in and to all of the oil, gas and other minerals of every kind and nature whatsoever, and together with all necessary easements appurtenant, in, under and upon the following described real estate, all located in Gibson County, Indiana, to-wit:

Parcel 1
All of the southwest quarter of section 29, township 2 south, range 11 west; except, 28 acres off the south end of the southwest quarter of the

southwest quarter of said section, township and range, containing after said exception 132 acres more or less.

Parcel 2
The East half of the southwest quarter of Section 29, township 2 south, range 11 west, containing 80 acres, more or less; EXCEPT approximately 2-¼ acres, conveyed to James and Mary Boyles. (Deed Drawer 2, Card 11302). Also, a part of the west half of the southwest quarter of Section 29, township 2 south, range 11 west, and more particularly described as follows: Beginning at the northeast corner of said half quarter section, and running thence south 104 rods; thence west to the west line of said half quarter section; thence north to the northwest corner thereof; thence east to the place of beginning, containing 52 acres, more or less.

Said mineral interests are partially derived from certain mineral deeds recorded in Deed Record 115 page 197, Deed Record 120 page 17 and Deed Record 120 page 46 all in the Office of the Recorder of Gibson County, Indiana, and also derived from certain other instruments and certain assignments thereof and other instruments all recorded in the Office of the Recorder of Gibson County, Indiana which said interests are more particularly set forth in the aforesaid instruments creating same.

Said mineral interests shall be deemed being used and are being used on the date this instrument is recorded.

IN WITNESS WHEREOF the said David E. Burkhart, of Marion County, Indiana, has hereunto set his hand and seal this 8 day of June, 1977.

S/David E. Burkhart

David E. Burkhart

STATE OF INDIANA, County of Marion, SS.

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named DAVID E. BURKHART who acknowledged the execution of the foregoing instrument to be his voluntary act and deed.

WITNESS my hand and Notarial Seal this 8th day of June, 1977.

My Commission Expires:
Dec. 8, 1977

S/Theresa R. Evans
Notary Public

This instrument was prepared by James E. Marchand, Attorney

RECORDED THIS 9 DAY OF JUNE, 1977 AT 10:15 A.M.

RECEIVED FOR RECORD
This 9 day of June A.D., 1977 at
10:15 o'clock A.M.
Drawer No. 2
Card No. 9366
S/Don L. Lutz
Recorder of Gibson County